

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

Form OBD-68
(Rev 10-14-76)
Formerly DJ-307
for

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents
Registration Act of 1938, as amended.

OMB
No. 43-RZ
Approval Expires Oct. 31, 1981

OCT 23 1 40 PM 1982
REGISTRATION UNIT

1. Name of Registrant Ruder Finn & Rotman, Inc.	2. Registration No. 1481
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for _____
- ☐ To give notice of change in an exhibit previously filed.
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☒ Other purpose (specify) To register work to be done on behalf of Nippon Telegraph & Telephone Public Corporation.

4. If this amendment requires the filing of a document or documents, please list -

Exhibit A -- attached
Exhibit B -- attached with copies of contract
Short Form Registration Statements for Carl David Folta and Yoichi Nishida

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Ruder Finn & Rotman has been hired to do an eight month assignment on behalf of Nippon Telegraph & Telephone Public Corporation.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Abraham D. Peritz
Abraham D. Peritz
Treasurer

Subscribed and sworn to before me at New York, New York

this 20th day of October, 1982

Josephine L. Colon
(Notary or other officer)

My commission expires JOSEPHINE L. COLON
Notary Public, State of New York
No. 31-0714870 Qual. in N.Y. Co.
Cert. filed in Qns., Kings & Bx., Cts.
Commission Expires March 30, 1983

DOJ

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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REGISTRATION UNIT

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Ruder Finn & Rotman, Inc. 110 East 59th Street New York, NY 10022	2. Registration No. 1481
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3. Name of foreign principal Nippon Telegraph & Telephone Public Corporation	4. Principal address of foreign principal 116 Uchisaiwai - Cho Chyoda - Ku Toyko, 100 Japan
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Not applicable.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

Not applicable.

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Public corporation in Japan.

Supply domestic telecommunications services in Japan.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

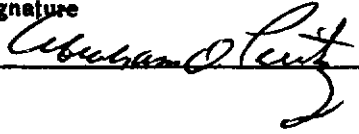
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The foreign principal is a public corporation whose officers are elected by the government. These officers direct and run the corporation independent from any governmental decision-making. The initial funds for the start-up of the corporation were supplied by the government, but the corporation today is financed by annual revenues.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

Date of Exhibit A	Name and Title	Signature
October 20, 1982	Abraham D. Peritz, Treasurer	

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

OCT 20 1 43 PM '82

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

RECEIVED
REGISTRATION DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder Finn & Rotman, Inc.	Nippon Telegraph & Telephone Public Corporation

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Nippon Telegraph & Telephone has retained Ruder Finn & Rotman, Inc. as its public relations consultant, for a period of eight months, effective August 1, 1982.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see copy of contract attached, as well as memo appended to contract.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see item #2 of appended memo.

Date of Exhibit B	Name and Title	Signature
10/20/82	Abraham D. Peritz Treasurer	<i>Abraham D. Peritz</i>

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



RUDER FINN & ROTMAN

OCT 29 1982
REGISTRATION

AGREEMENT BETWEEN NIPPON TELEGRAPH & TELEPHONE

PUBLIC CORPORATION AND RUDER FINN & ROTMAN INC.

October 14, 1982



RUDER FINN & ROTMAN

AGREEMENT BETWEEN NIPPON TELEGRAPH & TELEPHONE PUBLIC CORPORATION AND RUDER FINN & ROTMAN INC.

1. Nippon Telegraph & Telephone (hereinafter referred to as "NTT") retain Ruder Finn & Rotman Inc. (hereinafter referred to as "RF&R") as its public relations consultant effective from August 1, 1982, for a period of eight months.
2. Public relations services to be provided by RF&R include counselling; creating, planning and working on specific public relations projects; preparation of written and other public relations materials; representing NTT to the public, as its agent; and reporting on progress and achievements in a manner to be mutually agreed upon.
3. RF&R's monthly fixed fees shall be \$7,000. This monthly fee will be billed to the NTT's New York office on the first day of each month, and payment will be made by the same office during that month.
4. Out of pocket disbursements for or on behalf of or for the benefit of NTT will be billed at the end of each month, and will be paid by NTT's New York office within 30 days.

Disbursements falling into Group A, below, will be billed to NTT at cost, and those in Group B, which increase RF&R's overhead costs, will be billed at a markup of 20 per cent. RF&R will provide NTT with a monthly invoice specifying the items of expenses incurred under Group A and B.

GROUP A

Telephone, Telegrams, Telecopier
Clipping Service
Travel
Model Fees
Press Conferences
Miscellaneous
Transcripts
Business Entertainment

GROUP B

Art Work
Printing
Photography
Mailings
Mat Services
Mass Script Service
TV Films and Tapes
Special Sales Meeting Presentations
Surveys and Research

- If RF&R places paid media advertising for NTT as its agent, media and production costs must be paid to RF&R by the client in advance, and these shall be commissionable to the agency.
5. NTT agrees to deposit with RF&R \$1,500 to be used as a revolving credit against which out-of-pocket disbursements may be paid. NTT agrees to reimburse this fund each month in the amount of such out of pocket charges. RF&R agrees to refund promptly any unspent balance remaining therein at the completion of this agreement or extension thereof.
6. The aggregate amount of monthly fee and the out-of-pocket expenses is not to exceed \$82,000 except with the written approval of NTT.
7. Services rendered by all present or future subsidiaries or affiliates of RF&R, and which are not specifically covered by the financial portion of this agreement, will require a separate budget agreement when such services are utilized. These subsidiaries and affiliates include Research & Forecasts, Inc., RF&R Design, Public Relations Production Company, Inc., Arts & Communications Counselors, Inc., Field Network, Broadcast Communications, Writing and Editorial Services, and RF&R's offices in Washington, Chicago, and Los Angeles. The cost of such services may be billed, at your option, as part of the RF&R monthly invoice or as separate invoices from the subsidiary involved.

8. NTT agrees to indemnify and hold harmless RF&R against any damage, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved by NTT.
9. RF&R will indemnify and hold harmless NTT against any losses, liabilities, claims, damage and expenses, including reasonable attorney's fees, which may be incurred as a result of any claim, suit or proceeding arising or resulting from material and information improperly prepared and disseminated by RF&R, except where the material and information objected to were previously approved by NTT before being disseminated.
10. Unless written notice is given by either party to the other at least thirty days prior to the end of the first eight-month period, or of any subsequent twelve-month period, this Agreement shall be automatically renewed for successive twelve-month periods. NTT shall reserve the right to cancel this Agreement with one month advance notice, should RF&R turn over to a third party the rights and obligations provided for in this Agreement without the prior consent and approval of NTT. NTT shall also reserve the right to cancel this Agreement at any time upon one month's notice should RF&R fail to meet any of the obligations stipulated in this Agreement.
11. Should NTT or RF&R deem it necessary to terminate or modify any part of the Agreement, NTT and RF&R agree to terminate or modify the Agreement upon mutual written consent with two-month advance notice.
12. During the term of this Agreement and thereafter, RF&R shall keep in confidence NTT's business secrets which RF&R may acquire from NTT in connection with or during the course of this contract. Upon termination of this Agreement, RF&R agrees that all materials and documents provided by and prepared for NTT shall be returned to NTT.

13. All disputes, controversies, or differences which may arise between the parties out of, or in relation to, or in connection with this Agreement, or for any breach thereof, shall be settled amicably and promptly by mutual consent of the parties. If such disputes, controversies, or differences cannot be settled between the parties, they shall be finally settled by arbitration in the country of the responding party in accordance with the Japan-America Trade Arbitration Agreement of September 16, 1952, by which each party hereto is bound.
14. This Agreement shall be amended only by written consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written hereunder.

BY Walter R. Finn President Oct. 14, 1982
RUDER FINN & ROTMAN (Title) (Date)

BY Takenobu Tanno Director-General Oct. 14, '82
NIPPON TELEGRAPH & TELEPHONE (Title) (Date)



RUDER FINN & ROTMAN

October 14 , 1982

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Nippon Telegraph & Telephone and Ruder Finn & Rotman agree to carry out the following public relations activities and projects in the United States. This memorandum constitutes an integral part of the working Agreement.

1. Publication of NTTTopics (quarterly newsletter):

We will publish two issues of this newsletter during the period of this agreement, one in late October, 1982, and the second in January, 1983.

2. Regular meetings will be arranged for NTT officials with U.S. government officials such as the United States Trade Representative and the Under Secretary of International Trade.

3. A press survey on NTT will be conducted by sending out questionnaires to about 50 selected influential editors and writers or major U.S. publications including national newspapers, weekly magazines, and trade papers.

4. Press contact will be maintained on a routine basis by:

- organizing a press conference on an important occasion; and
 - arranging informal meetings with influential editors and correspondents.
5. RF&R will look for a speaking engagement opportunity for NTT's top officials before an influential and significant organization.
 6. Notice of NTT's new international procurement schedule will be mailed regularly to prospective American suppliers.
 7. In order to facilitate carrying out the above public relations program most efficiently and consistently, RF&R will do the following:
 - Establish an NTT Information Desk with a special telephone line.
 - Develop comprehensive and extensive mailing lists.
 - Develop a press information kit including a fact sheet on NTT and the NTT Information Desk, brochure, annual report, technical material, photographs, etc.
 - Submit to NTT a monthly progress report with a summary of activities.